



Health Services
LOS ANGELES COUNTY

November 12, 2008

Los Angeles County
Board of Supervisors

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First District

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Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**EXTENSION OF AGREEMENT FOR HEALTH CARE INTERPRETER
NETWORK MEMBERSHIP CONNECTION FEES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

SUBJECT

Request Board approval to extend the Agreement with Contra Costa Regional Health Foundation for Health Care Interpreter Network Membership Connection Fees.

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: 213-240-8101
Fax: 213-481-0503

www.dhs.lacounty.gov

*To improve health
through leadership,
service and education*

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 2 to Agreement No. H-703296 with Contra Costa Regional Health Foundation for Health Care Interpreter Network (HCIN) Membership Connection Fees to extend the agreement, effective November 16, 2008 through June 30, 2009, and to increase the maximum contract obligation by \$115,850, funded with unexpended Interpreter Call Center Pilot Program grant funds and County funds, for a revised total obligation of \$235,850 for the Agreement term.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will authorize the Interim Director of Health Services to sign an amendment substantially similar to Exhibit I, to continue the membership of the Department of Health Services (DHS or Department) in HCIN. HCIN is a component of the L.A. Care Grant-funded Interpreter Call Center Pilot Program, which consists of access to the services of a

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Voice/Video call center that directs each request of voice or video calls to healthcare interpreters throughout DHS medical centers, interpreters at other participating health systems, and HCIN-contracted service providers, and staffing provided through a separate DHS agreement with Public Health Foundation Enterprises. HCIN members, including DHS, share in the economies of scale for the set-up and maintenance of the call center and lower prices of shared interpretation services. Members pay a membership connection fee and can earn minute credits if they provide more translation services than they use.

The Agreement will expire on November 30, 2008; however, DHS facilities will have expended their HCIN membership connection fees grant funds by November 15, 2008. Amendment of the HCIN Agreement effective November 16, 2008, is necessary to maintain uninterrupted access to the call center and to make the Agreement co-terminus with the Public Health Foundation Enterprises component of the Interpreter Call Center Pilot Program.

IMPLEMENTATION OF STRATEGIC PLAN GOAL

The recommended action supports Goal 1, Service Excellence and Goal 7, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The Agreement's maximum obligation of \$120,000 will be increased by \$115,850 for a revised total maximum obligation of \$235,850. Each facility's allocation to cover membership fees and minute usage debits will be as follows:

<u>Facility</u>	<u>Membership Fees</u>
Rancho Los Amigos National Rehabilitation Center (Rancho)	\$25,000
LAC+USC Medical Center	\$25,000
Harbor-UCLA Medical Center	\$25,000
Olive View-UCLA Medical Center	\$25,000
Funds available for minute usage debits	\$15,850

Rancho's membership fees during the extension term of \$25,000 will be funded using its unexpended Interpreter Call Center Pilot Program Year One equipment funds and unallocated Year 2 equipment funds of the L.A. Care Grant as approved by L.A. Care. The other facilities' membership fees and funds to cover minute usage debits of \$90,850 will be paid out of their current operating budgets. Funding is included in the Fiscal Year 2008-09 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2002, your Board instructed DHS to finalize and integrate the Cultural and Linguistic Competency Standards with the Department's redesigned health care delivery system. One section of the Standards addresses improving provision of language services to limited English proficient (LEP) patients. The Department has been experiencing an increase in the number of LEP patients seeking care in its clinical settings. The Department historically has addressed the need for interpreters through contract interpreters, bilingual bonus employees, and telephonic language line services, but the system is overwhelmed by the scale and scope of language services needed. County-certified bilingual bonus employees are able to handle basic interpretation, but may not have specific training in medical terminology, interpreter skills, and ethics needed in patient-doctor interactions.

In April 2006, your Board approved the establishment of a new job classification of Health Care Interpreter/Translator (HCI). This ensured the Department's ability to recruit and hire qualified interpreters. During Fiscal Year 2007-08, DHS was allocated 9 HCI positions, of which 8 positions have been filled to date. Although the hiring of HCIs has helped to meet the need for interpretation services, it is not sufficient to handle nearly 1 million LEP patient visits per year. The Department has continued to explore ways to increase access to interpreter services, including looking into a model that would allow for the sharing of interpreters stationed at remote locations who, through video technology, would be available to various hospitals.

On June 12, 2007, your Board accepted L.A. Care Grant Awards for various projects, including the Interpreter Call Center Pilot Program, effective January 1, 2007 through December 31, 2009. In addition, your Board delegated authority to the Director of Health Services to enter into an agreement with Contra Costa Regional Health Foundation, the organizational home of HCIN, effective July 1, 2007, for membership connection fees to access HCIN. HCIN is a secured broadband network which utilizes a video and voice over Internet Protocol (IP) call center to communicate effectively with LEP patients. The Interpreter Call Center Pilot Program was to consist of an initial one-year pilot project, consisting of both a network and staffing through Public Health Foundation Enterprises, at Rancho, and an expansion of the project to the other DHS medical centers during the second year. The project is designed to leverage the use of in-house interpreters as well as increase access to other interpreters through video-conferencing.

On October 18, 2007, the Director notified your Board that the effective date of the project period for the L.A. Care Grant Awards, including the Interpreter Call Center

Pilot Program, had changed from an effective date of January 1, 2007 to July 1, 2007, to ensure that the projects had adequate time to be fully implemented.

On May 21, 2008, the Interim Director notified your Board that an accelerated implementation of the Interpreter Call Center Pilot Program at Olive View-UCLA Medical Center, Harbor-UCLA Medical Center, and LAC+USC Medical Center, had taken place by November 30, 2007, to take advantage of a one-time-only complementary grant that HCIN had received from the California Health Care Foundation (CHFC) to provide each facility with equipment and a six-month free membership to HCIN. As a result, the agreement with Contra Costa Regional Health Foundation was executed for the period of July 1, 2007 through November 30, 2008, the period needed to expend the \$120,000 of L.A. Care grant funds allocated for HCIN membership connection fees. However, both the CHFC and L.A. Care grants covered HCIN fees for different time periods based on when each facility began participation in the Program. In an effort to realign the payment schedules for the four DHS medical centers membership connection fees, the Agreement included a schedule for the final invoice to cover the period July 1, 2008 through September 30, 2008, resulting in grant funding inadvertently ending before the expiration date of the Agreement. DHS was able to execute Amendment No. 1 under delegated authority to continue payment of membership connection fees for the period of October 1, 2008 through November 15, 2008, through unexpended grant funds and accrued minute credits offset against the connection fees, and still remain within the maximum amount of the Agreement. Amendment No. 2 for consideration by your Board will provide funding for continued HCIN services through the remainder of the second year of the two-year grant term.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended action will allow DHS to continue to have uninterrupted access to the HCIN throughout DHS medical centers.

The Honorable Board of Supervisors
November 12, 2008
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Upon approval, DHS requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Schunhoff', with a stylized, cursive script.

John F. Schunhoff, Ph.D.
Interim Director

JFS:lb

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

HCIN BL

EXHIBIT I

Contract No. H-703296-2

CONTRA COSTA REGIONAL HEALTH FOUNDATION AGREEMENT
FOR HEALTHCARE INTERPRETER MEMBERSHIP CONNECTION FEES

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CONTRA COSTA REGIONAL HEALTH
FOUNDATION (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"CONTRA COSTA REGIONAL HEALTH FOUNDATION AGREEMENT FOR HEALTHCARE
INTERPRETER MEMBERSHIP CONNECTION FEES", dated July 1, 2007, and
further identified as County Agreement No. H-703296, and any
amendments thereto (all hereafter "Agreement");

WHEREAS, it is the intent of the parties hereto to extend
the Agreement through June 30, 2009, add Schedule 2, and make
other hereinafter described changes; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on November 16, 2008.

2. The first paragraph of Agreement Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: This Agreement shall be effective July 1, 2007 and shall continue, unless sooner terminated or canceled, in full force and effect to and including June 30, 2009."

3. Agreement Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced with the following language:

"4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period July 1, 2007 through November 15, 2008, the expenditures of County for Contractor's performance are One Hundred Twenty Thousand Dollars (\$120,000). Such expenditures are 100 percent offset by L.A. Care funds. This sum represents the maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period November 16, 2008 through June 30, 2009, the expenditures of County for Contractor's performance are One Hundred Fifteen Thousand, Eight Hundred Fifty Dollars (\$115,850). The expenditures of Rancho Los

Amigos Rehabilitation Center (Rancho) are 100 percent offset by L.A. Care funds. The expenditures of Harbor-UCLA Medical Center (Harbor), Olive View-UCLA Medical Center (Olive View), and LAC+USC Medical Center (LAC+USC) are 100 percent offset by County funds. This sum represents the maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference."

4. Agreement Paragraph 5, BILLING AND PAYMENT, subparagraph B, shall be deleted in its entirety and replaced with the following language:

"B. Billing:

(1) For the period July 1, 2007 through November 15, 2008, Contractor shall invoice County for actual expenditures, in accordance with the expenditures set forth in Schedule 1, attached hereto and incorporated herein by reference, and the payment schedule as follows:

Upon full execution of this Agreement, County will be invoiced \$30,000 for Rancho for the first three quarters (July 2007 - March 2008). On May 1, 2008, County will be invoiced \$30,000 for the remaining membership fees as follows:

\$10,000 for Rancho (4th Quarter)

\$13,333 for LAC+USC (Prorated)

\$ 3,333 for Harbor (Prorated)

\$ 3,333 for Olive View (Prorated)

The May 1, 2008 invoice amount will pay in full all minute usage debits/credits for these 4 hospitals for the period July 1, 2007 through July 1, 2008. On July 1, 2008, County will be invoiced \$40,000 for one quarter of the membership fee for each medical center for the period July 1, 2008 through September 30, 2008: Rancho, LAC+USC, Harbor, and Olive View. The "remaining" \$20,000 will be available for minute usage debits that will be invoiced in May 2008. Any amount "left over" can be reserved for minute usage debit (as applicable) for the period July 1, 2008 through September 30, 2008 and will be billed in October or if unspent due to no extra minute usage, may be used at County's option to offset monthly membership fees, or returned to the County. The amount set forth in this paragraph reflects a reduced rate to reflect the six months of fees paid by CHCF for the benefit of the County.

In October 2008, County will be invoiced for \$20,004 for membership fees for the first six weeks of the

second quarter (October 1, 2008 through November 15, 2008) for: Rancho, LAC+USC, Harbor, and Olive View. For Rancho, LAC+USC, and Olive View, each facility's membership fees will be partially offset by the facility's accrued minute credits and the remaining balance will be paid using unspent purchase of minute funds. The membership fees for Harbor will be 100 percent offset by Harbor's accrued minute credits.

(2) For the period November 16, 2008 through June 30, 2009, Contractor shall invoice County for actual expenditures not to exceed \$100,000 for membership connection fees and \$15,850 for minute usage debits for a contract maximum not to exceed \$115,850, in accordance with the expenditures set forth in Schedule 2, attached hereto and incorporated herein by reference, and the payment schedule as follows:

In November 2008, Contractor will invoice County for the prorated membership fee for the second quarter (November 16, 2008 - December 31, 2008) and the entire membership fee for the third quarter (January 1, 2009 - March 31, 2009) for each medical center: Rancho, LAC+USC, Harbor, and Olive View. On May 1, 2009, Contractor will invoice County for the fourth quarter

(April 1, 2009 - June 30, 2009). Debit and credit minutes will be reflected on the May 1, 2009 invoice. Debit minutes will be added to the fourth quarter invoice; credit minutes will be credited to the respective medical center in the invoice for the first three (3) quarters of Fiscal Year 2009-2010. Should County elect not to continue membership in the HCIN, all credits will be reconciled on the fourth quarter invoice. In the event that credits are in excess of the quarterly amount due, the excess will be refunded to County."

5. Schedule 2 shall be added to the Agreement, attached hereto and incorporated in the Agreement by reference.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

CONTRA COSTA REGIONAL HEALTH
FOUNDATION

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

EXHIBIT I
SCHEDULE 2

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES
CONTRA COSTA REGIONAL HEALTH FOUNDATION MEMBERSHIP FEES
FOR INTERPRETER CALL CENTER PROJECT
EFFECTIVE NOVEMBER 16, 2008 - JUNE 30, 2009

A.	<u>Membership Fees</u>	<u>Allocation</u>	<u>Period Covered*</u>
	Rancho Los Amigos Rehabilitation Center	\$ 15,000 \$ 10,000	November 16, 2008 - March 31, 2009 April 1, 2009 -- June 30, 2009
	LAC+USC Medical Center	\$ 15,000 \$ 10,000	November 16, 2008 - March 31, 2009 April 1, 2009 -- June 30, 2009
	Harbor-UCLA Medical Center	\$ 15,000 \$ 10,000	November 16, 2008 - March 31, 2009 April 1, 2009 -- June 30, 2009
	Olive View-UCLA Medical Center	\$ 15,000 \$ 10,000	November 16, 2008 - March 31, 2009 April 1, 2009 -- June 30, 2009
B.	<u>Purchase of Minutes</u> Not to exceed \$ 15,850 (\$0.75 per minute)		
TOTAL AMOUNT		\$ 115,850	

* At the end of the covered period, should any of the participating DHS Medical Centers decline to continue participation, at or before the end of the evaluation period, connection to the HCIN integrated call center system will be removed, and all hardware related to the connection to this system shall be returned to the Contractor. Such hardware items subject to be returned are router/gateway and firewall provided by the HCIN system.